

Kick Fishing

Liability Release, Assumption of Risk, and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities and trips offered by Kick Fishing. Some risks are inherent in kayaking and kick boating, even in still water; other risks are posed by the forces of the currents, rapids, and waves in rivers, and lakes; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All kayaking and kick boating is dangerous, and other non-boating dangers may present themselves during the class or trip.

In consideration of Kick Fishing allowing me to take its class or trip, I hereby release, discharge, waive, disclaim, and relinquish all claims, actions, or causes of action for personal injury, wrongful death, or property damage against Kick Fishing arising as a result of my participation in a class or trip, my use of Kick Fishing equipment, or any activities incidental the class or trip; this shall apply even if Kick Fishing is negligent or otherwise at fault. I also agree to defend and indemnify Kick Fishing and hold it harmless for any personal injury, death, or property damage arising from my conduct, even if Kick Fishing is also negligent or otherwise at fault.

I understand that the effect of my signing this document is that I (1) assume all risk of any injury, wrongful death, or property damage I might suffer while participating in a class or trip, even if it comes as a result of the negligence or other fault of Kick Fishing, (2) absolve and release Kick Fishing from the consequences of their negligence and or other fault, (3) will indemnify and defend Kick Fishing against any legal actions or other claims for damages arising as a result of my conduct. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in kayaking and kick boating; I possess these. I agree to wear a properly fastened personal floatation device (life jacket) at all times while aboard a boat or on or in the water, and to use such other safety equipment as may be provided to me by Kick Fishing. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of Kick Fishing.

I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect Kick Fishing, their agents, employees, officers, directors, and shareholders.

Full Name

Signature

Date